

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN  
THE CITY OF FORT WORTH, TEXAS AND  
FAR NORTH FORT WORTH MUNICIPAL UTILITY DISTRICT NO. 1 OF TARRANT  
AND WISE COUNTIES**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF TARRANT**       §

This Strategic Partnership Agreement (this “Agreement”) is entered into by the City of Fort Worth, a home-rule municipal corporation situated in Parker, Tarrant, Denton, Johnson and Wise Counties, Texas (the “City”), acting by and through its duly authorized Assistant City Manager, and Far North Fort Worth Municipal Utility District No. 1 of Tarrant and Wise Counties (the “District”), acting by and through its duly authorized Board of Directors, under the authority of Section 43.0751 of the Texas Local Government Code.

**RECITALS**

- A. Local Government Code, Section 43.0751 (the “Act”) authorizes the City and a municipal utility district to enter into a strategic partnership agreement by mutual consent.
- B. This Agreement provides for the limited purpose annexation by the City of certain tracts of land that have been or may in the future be designated for commercial use for the purpose of collecting Sales and Use Tax Revenues within such commercial tracts.
- C. Pursuant to this Agreement the City will pay to the District an amount equal to a portion of such Sales and Use Tax Revenues, which may be used to fund the installation and construction of Infrastructure and for other purposes in accordance with this Agreement.
- D. The District and the City acknowledge that this Agreement provides benefits to each party, including revenue, services and regulatory benefits.
- E. The District and the City acknowledge that this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forgo annexation of the District.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the District and the City agree as follows:

**ARTICLE I**  
**FINDINGS**

- A. The District is a municipal utility district created by order of the Texas Commission on Environmental Quality dated January 12, 2017, encompassing at creation approximately 719.903 acres of land, and, following an annexation of 13.75 acres, now encompasses approximately 733.648 acres in the City's extraterritorial jurisdiction in Tarrant,

Wise, and Denton Counties, Texas, as depicted on Exhibit A and described in Exhibit B (the "Property").

B. The District and the City entered into that certain Agreement Concerning Creation and Operation of Far North Fort Worth Municipal Utility District No. 1, as amended by the First Amendment, effective October 12, 2017 (City Secretary Contract No. 47559 and 47559-A1) providing for, among other requirements, execution of a Strategic Partnership Agreement.

C. Northstar Ranch, LLC, the owner of the Property, and the City entered into that certain Development Agreement dated October 12, 2017 governing development of the Property, as amended by the First Amendment, dated August 7, 2018 (City Secretary Contract No. 49783 and 49783-A1), (the "Development Agreement").

D. The City and the District desire to enter into this Agreement providing for limited purpose annexation of the portions of the Property within which commercial uses may occur for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with the Act and for the sharing of Sales and Use Tax Revenues between the City and the District.

E. The District provided notice of two public hearings concerning the adoption of this Agreement, in accordance with the procedural requirements of the Act.

F. The Board of Directors of the District conducted two public hearings regarding this Agreement at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so, in accordance with the procedural requirements of the Act on June 6, 2017 and June 27, 2017.

G. The Board of Directors of the District approved this Agreement on June 27, 2017, in open session at a meeting held in accordance with Chapter 551 of the Government Code.

H. The City provided notice of two public hearings concerning the adoption of this Agreement, in accordance with the procedural requirements of the Act.

I. The City Council conducted two public hearings regarding this Agreement, at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so, in accordance with the procedural requirements of the Act on \_\_\_\_\_, 2018, at \_\_\_\_\_m., at the City Council Chambers and on \_\_\_\_\_, 2018, at \_\_\_\_\_m., at the City Council Chambers.

J. The City Council approved this Agreement on \_\_\_\_\_, 2018, in open session at a meeting held in accordance with Chapter 551 of the Government Code (M & C \_\_\_\_\_), which approval occurred after the Board of Directors of the District approved this Agreement.

K. All procedural requirements imposed by law for the adoption of this Agreement have been met.

L. In accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable with regard to the benefits provided to the other.

## **ARTICLE II** **DEFINITIONS**

Terms used in this Agreement shall have the following meanings:

“Act” means the Texas Local Government Code, Section 43.0751, and any amendments thereto.

“Additional Commercial Property” means any property within the District Boundaries designated for commercial use, other than the Original Commercial Property.

“Bond” means (a) any instrument, including a bond, note, certificate of participation, or other instrument evidencing a proportionate interest in payments, due to be paid by the District, or (b) any other type of obligation that (1) is issued or incurred by the District under the District’s borrowing power, without regard to whether it is subject to annual appropriation, and (2) is represented by an instrument issued in bearer or registered form or is not represented by an instrument but the transfer of which is registered on books maintained for that purpose by or on behalf of the District. The term shall include obligations issued to refund outstanding bonds but shall not include reimbursement agreements entered into between the District and a developer of the Property or bond anticipation notes.

“City Share” means the City’s share of Sales and Use Tax Revenues as defined by Section 4.02 of this Agreement.

“Commercial Property” means approximately 18 acres of the Property on which commercial uses are permitted pursuant to the Development Agreement, depicted on **Exhibit A** and described in **Exhibit C**.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Development Agreement” means the Development Agreement between the City of Fort Worth, Texas and Northstar Ranch, LLC, for the Far North Fort Worth Municipal Utility District No. 1, effective October 12, 2017, as amended by the First Amendment, dated August 7, 2018 (City Secretary Contract No. 49783 and 49783-A1).

“District Boundaries” means the boundaries of the tracts totaling 733.648 acres of land as shown on **Exhibit A** and described on **Exhibit B**.

“District Share” means the District’s share of Sales and Use Tax Revenues as defined by Section 4.02 of this Agreement.

“Effective Date” means the date of adoption of this Agreement by the City.

“Finance Director” means the Director of the City’s Finance Department.

“Infrastructure” means water, wastewater, drainage, roadway and other infrastructure improvements installed or constructed to serve the Property.

“Limited Purpose Annexation Period” means the period commencing on the first date on which sales tax is collected within the Limited Purpose Property and ending upon disannexation or full purpose annexation of such property.

“Limited Purpose Property” means the property in the District annexed by the City for limited purposes pursuant to this Agreement, including the Original Commercial Property and any Additional Commercial Property.

“Notice” means notice as defined in Section 7.01 of this Agreement.

“Owner” means Northstar Ranch, LLC, a Texas limited liability company, and its successors and assigns.

“Party” means, individually, the City or the District, and their successors and assigns as permitted by Section 7.10 of this Agreement.

“Property” means approximately 733.648 acres of land located in Denton County, Texas, as shown on Exhibit A and described on Exhibit B.

“Sales and Use Tax Revenues” means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Property pursuant to the Act and Chapter 321 of the Tax Code and whose use is not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation. Sales and Use Tax Revenues specifically exclude those revenues received by the City from the Crime Control District Sales Tax imposed by the City pursuant to Tax Code Section 323.105 and Local Government Code Section 363.055.

“Sales and Use Tax Account” means the account established pursuant to Section 4.03 in which the District deposits the District Share.

### **ARTICLE III**

#### **ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY**

3.01 Public Hearings. The District and the City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City have conducted public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, Chapter 551 of the Government Code, and the City’s charter.

3.02 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date of adoption of this Agreement by the City.

3.03 Recording in Property Records. The City shall record this Agreement in the Real Property Records of Tarrant, Wise and Denton Counties, Texas.

3.04 Limited Purpose Annexation. The District and the City agree that the City may annex the Original Commercial Property and Additional Commercial Property, if any, for the limited purpose of collecting Sales and Use Tax Revenues within such property, pursuant to Subsection (k) of the Act. The District acknowledges that the City Council may adopt a limited purpose annexation ordinance at a meeting conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such limited purpose annexation.

3.05 Consent to Limited Purpose Annexation. **THE DISTRICT ON BEHALF OF ITSELF AND ALL PRESENT AND FUTURE OWNERS OF LAND WITHIN THE DISTRICT BOUNDARIES HEREBY REQUESTS THAT THE CITY ANNEX THE ORIGINAL COMMERCIAL PROPERTY AND THE ADDITIONAL COMMERCIAL PROPERTY, IF ANY, FOR LIMITED PURPOSES AS PROVIDED IN THIS AGREEMENT. THE DISTRICT CONSENTS TO SUCH ANNEXATION AND TO THE COLLECTION OF SALES AND USE TAX REVENUES BY THE CITY WITHIN THE LIMITED PURPOSE PROPERTY. SUCH CONSENT SHALL BIND THE DISTRICT AND EACH OWNER AND FUTURE OWNER OF LAND WITHIN THE DISTRICT BOUNDARIES.**

#### **ARTICLE IV**

#### **TAXATION AND PROVISION OF SERVICES**

4.01 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate equal to the Sales and Use Tax imposed by the City within its corporate boundaries or other rate allowed under future amendments to Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

4.02 Payment of Sales and Use Tax. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to 50% of the Sales and Use Tax Revenues collected during the first nineteen (19) years of the Limited Purpose Annexation Period and paid to the City as reflected in sales tax reports provided by the Comptroller to the City. Further, during the nineteenth (19<sup>th</sup>) year of the Limited Purpose Annexation Period, the City shall retain 50% of the payment otherwise due to the District, up to a maximum of \$300,000. The City shall use such funds in accordance with Section 4.04 of this Agreement. Such payment shall be retained by the City in addition to the City's 50% share of the Sales and Use Tax Revenues. Thereafter, the City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues collected commencing on the first day of the twentieth (20<sup>th</sup>) year of the Limited Purpose Annexation Period, and paid to the City as reflected in the sales tax reports provided by the Comptroller to the City. All amounts payable to the District pursuant to this Section 4.02 are hereafter referred to as the "District Share". The City shall pay

the District Share quarterly after the City receives the sales tax report reflecting such revenues from the Comptroller. Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the “City Share”). The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the District. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above. The District agrees that should any overpayment of Sales and Use Tax be reported by the Comptroller to the City as a sales tax reduction, such sales tax reduction shall be proportionally shared by the District in accordance with the percentages provided above.

4.03 District Use of Sales and Use Tax Revenues. The District shall deposit the District Share in a segregated interest-bearing account (the “Sales and Use Tax Account”). The District shall use funds in the Sales and Use Tax Account in the following order of priority:

- (a) Reimbursement for the construction or installation of Infrastructure;
- (b) Funding the construction, acquisition or installation of Infrastructure;
- (c) Funding for any purpose for which the District may legally expend funds (including, but not limited to, such items as District bond debt service, operational costs, and any contract tax obligations); provided, however, the District shall not fund any such items if the District’s ad valorem tax rate is, or with such funding of any such items would be, less than 90% of the City’s ad valorem tax rate for the previous year; and
- (d) Purchasing and retiring any Bond after the tenth anniversary of its issuance.

4.04 City Use of Sales and Use Tax Revenues. The City may use the City Share for any lawful purpose; provided, however, it is the City’s intent to use the additional 25% share of the Sales and Use Tax Revenues beginning on the first day of the twentieth (20<sup>th</sup>) year of the Limited Purpose Annexation Period to defray the costs of providing municipal services to the residents of the Property upon full purpose annexation. Further, pursuant to Section 4.02 of this Agreement, the City shall retain up to \$300,000 from the District’s Share during the nineteenth (19<sup>th</sup>) year of the Limited Purpose Annexation Period in order to defray the costs of maintaining roads within the District upon full purpose annexation.

4.05 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report, containing only the contents of the sales tax report relating to retail sales and retailers within the District, provided by the Comptroller relating to Sales and Use Tax Revenues on a quarterly basis of the City’s receipt of such sales tax reports for that period.

4.06 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax

Code, Section 321.102, after the City Council annexes any portion of the Limited Purpose Property for limited purposes.

4.07 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues collected by the City from the Limited Purpose Property after the termination date shall be retained by the City and may be used for any lawful purpose.

4.08 City's Maintenance of Records and District's Audit Rights. The District may audit the Sales and Use Tax Revenues collected by the City to determine whether the District Share has been paid to the District in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole expense and may be performed at any time during the City's regular business hours on thirty (30) days Notice to the City. For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect the amount of Sales and Use Tax Revenues received by the City from the Limited Purpose Property. Notwithstanding the foregoing, however, if any audit conducted by the District reveals that the District Share has been underpaid by more than two percent (2%), the City shall reimburse the District for the reasonable cost of the audit.

4.09 District's Maintenance of Records and City's Audit Rights. The City may audit the Sales and Use Tax Account and the District's expenditures of the District Share to determine whether the expenditures have been made by the District in accordance with Section 4.03 of this Agreement. The District shall provide reasonable accommodations for the City to perform the audit. Any audit shall be made at the City's sole expense and may be performed at any time during the District's regular business hours on thirty (30) days Notice to the District. For purposes of any such audits, the District shall maintain and make available to the City's representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect deposits to the Sales and Use Tax Account and expenditures of the District Share. Notwithstanding the foregoing, however, if any audit conducted by the City reveals that the District has not used the District Share in accordance with Section 4.03, the District shall reimburse the City for the reasonable cost of the audit. Furthermore, if such breach is not cured as provided by Article VI, the City may withhold payments of future Sales and Use Tax Revenues in the amount of the improper expenditures.

## **ARTICLE V**

### **TERM**

This Agreement commences on the Effective Date and continues until the City annexes the Property for full purposes (subject to the provisions of the Development Agreement). The provisions of this Agreement relating to the collection of sales and use tax will automatically terminate with regard to any portion of the Limited Purpose Property upon disannexation or full purpose annexation of such property.

## **ARTICLE VI**

### **BREACH, NOTICE, AND REMEDIES**

6.01 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

6.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such fourteen (14) day period and diligently completes the work within a reasonable time without unreasonable cessation of the work.

6.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

## **ARTICLE VII**

### **ADDITIONAL PROVISIONS**

7.01 Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.



To the City:

City of Fort Worth, Texas  
200 Texas Street  
Fort Worth, Texas 76102  
Attn: City Secretary

City of Fort Worth, Texas  
200 Texas Street  
Attn: City Manager  
Fort Worth, Texas 76102  
Attn: City Manager

City of Fort Worth, Texas  
200 Texas Street  
Attn: Finance Director  
Fort Worth, Texas 76102  
Attn: Finance Director

To the District:

Far North Fort Worth Municipal Utility District No. 1 of Tarrant and Wise  
Counties  
Allen Boone Humphries Robinson LLP  
Phoenix Tower  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Lynne Humphries

7.02 Payments. The City shall forward payments of the District Share to the bookkeeper of the District, unless otherwise notified by the District, at the address set out below by regular U.S. Mail or other method of delivery mutually acceptable to the Parties:

Far North Fort Worth Municipal Utility District No. 1 of Tarrant and Wise  
Counties  
c/o: Kathi Dye & Associates, LLC  
P.O. Box 863657  
Plano, TX 75086-3657  
Attn: Kathi Dye

7.03 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing

signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

7.04 Governing Law and Venue. **THIS AGREEMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN TARRANT COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF TARRANT COUNTY, TEXAS AND AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.**

7.05 Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with the City's charter and Code of Ordinances and all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so.

7.06 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.07 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

7.08 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts as the other Party may reasonably request to effectuate the terms of this Agreement.

7.09 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

7.10 Assignability, Successors, and Assigns. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

7.11 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of the City and the District.

7.12 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

7.13 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

7.14 Governmental Powers. By execution of this Agreement, neither the City nor the District waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City and the District mutually waive their governmental immunity from suit and liability only as to any action brought by a Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City or the District has with respect to suits against the City or the District by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City’s performance of its governmental functions.

7.15 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of the Property and Commercial Property
Exhibit B	Legal Description of the Property
Exhibit C	Legal Description of Commercial Property

7.16 Conspicuous Provisions. The City and the District acknowledge that the provisions of this Agreement set out in bold, capitals (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

7.17 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

SIGNATURES APPEAR ON NEXT PAGE.

ATTEST:

**CITY OF FORT WORTH**

\_\_\_\_\_  
Mary J. Kayser, City Secretary

By: \_\_\_\_\_  
Assistant City Manager

Date Adopted: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Assistant City Attorney

STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, Assistant City Manager of the City of Fort Worth, Texas on behalf of  
said city.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FAR NORTH FORT WORTH MUNICIPAL UTILITY  
DISTRICT NO. 1 OF TARRANT AND WISE  
COUNTIES**

By: \_\_\_\_\_  
President, Board of Directors  
Date: \_\_\_\_\_

STATE OF TEXAS

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§  
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COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, President, Board of Directors of Far North Fort Worth Municipal Utility  
District No. 1 of Tarrant and Wise Counties, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SEAL]

**Exhibit A**  
**Map of the Property and Commercial Property**

DRAFT

**Exhibit B**  
**Legal Description of the Property**

DRAFT

**Exhibit C**  
**Legal Description of Commercial Property**

DRAFT



AFTER RECORDING, RETURN TO:

Melinda Ramos

City Attorney's Office

City of Fort Worth

200 Texas Street

Fort Worth, Texas 76102

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